

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

MORGAN, LEWIS & BOCKIUS LLP,)

Plaintiff,)

v.)

CITY OF EAST CHICAGO,)

Defendant.)

No. 08 CV 2748

Judge Pallmeyer

Magistrate Judge Schenkier

**STIPULATION AND ORDER GOVERNING THE
PROTECTION AND EXCHANGE OF CONFIDENTIAL INFORMATION**

WHEREAS, documents and information may be produced by Plaintiff Morgan, Lewis & Bockius LLP ("Morgan Lewis") to Defendant the City of East Chicago ("East Chicago"), pursuant to discovery regarding the citizenship and domicile of the partners of Morgan Lewis, which are of a confidential, proprietary, personal or private nature to Morgan Lewis, its partners, former partners, employees, or former employees ("Confidential Material"), it is hereby stipulated by and between Morgan Lewis and East Chicago, through their respective attorneys, as follows:

1. During discovery proceedings regarding the issues of citizenship and domicile of the partners of Morgan Lewis in connection with the Motion to Remand filed in the above-captioned action, Morgan Lewis may designate, in writing, any document or portions thereof, any answers to interrogatories or portions thereof, any answers to requests to admit or portions thereof, any answers to requests to produce or portions thereof, and/or any deposition transcripts or portions thereof as Confidential Material. All materials designated as Confidential Material shall be marked "Confidential." With

respect to documents, answers to interrogatories, answers to requests to admit, and answers to requests to produce, such designation shall be made at the time that such answers are served upon East Chicago or at the time that copies of such documents are delivered or made available for inspection. With respect to deposition testimony, such designation may be made within fourteen (14) days of receipt of the transcript of the deposition. The contents of all employee personnel files, including but not limited to documents constituting or relating to performance evaluations, compensation, discipline, termination, medical condition, street addresses, and/or workers' compensation claims, shall be deemed confidential without further designation. In addition, any passports, drivers' licenses, or street addresses of any of Morgan Lewis' partners or employees shall be deemed confidential without further designation. Furthermore, all documents and information relating to the individual finances and/or financial management of individual partners or employees of Morgan Lewis, including but not limited to, documents and information constituting or relating to any and all bank accounts, brokerage accounts, mortgages, loans, real estate, personal property, income taxes, and any other information or documents relating to the individual finances and/or financial management of any Morgan Lewis partners or employees shall be deemed confidential without further designation.

2. Each person to whom Confidential Material, or data and information obtained, derived or generated from Confidential Material, is made available, including experts or consultants retained by East Chicago,

shall first be advised of the existence and contents of this Stipulation, and shall be bound by its terms and conditions. No such person shall divulge any Confidential Material, or any data and information obtained, derived, or generated from Confidential Material, to any other person, except as provided herein.

3. Confidential Material, or data and information obtained, derived, or generated from Confidential Material, shall be disclosed only to:

- a) East Chicago's attorneys of record and persons employed in the attorneys' offices;
- b) Officers, directors, employees, agents, or attorneys of East Chicago with a reason to receive Confidential Material;
- c) The Court and Court personnel, provided that any Confidential Material submitted to or filed with the Court, including, but not necessarily limited to, deposition transcripts, pleadings, briefs and exhibits, shall not be filed except under seal pursuant to paragraph 5;
- d) Experts or consultants (including their respective employees or support staff) retained by East Chicago; provided, however, that any such person to whom disclosure is to be made has been given a copy of this Stipulation and has signed a copy of the Confidentiality Agreement attached hereto as Exhibit A establishing that the person has read this Stipulation, understood it, and agreed to be bound by its terms and to be subject to the jurisdiction of this Court;
- e) Actual or potential deposition or hearing witnesses who are being asked to testify concerning Confidential Material and their counsel; provided, however, that any such person to whom disclosure is to be made has been given a copy of this Order and has signed a copy of the Confidentiality Agreement attached hereto as Exhibit A establishing that the person has read this Stipulation, understood it, and agreed to be bound by its terms and to be subject to the jurisdiction of this Court; and

- f) Other persons if agreed to in writing by both Morgan Lewis and East Chicago or approved by the party asserting that the information is confidential, or by further order of this Court.

4. Confidential Material, or data and information, obtained, derived or generated from Confidential Material, shall not be used for any purpose other than proceedings regarding Morgan Lewis' Motion to Remand filed in the above-captioned action.

5. Morgan Lewis' inadvertent or unintentional failure to designate Confidential Material as such shall not be deemed a waiver in whole or in part of a claim of confidentiality, either as to specific information disclosed or as to any other information relating thereto or to the same or related subject matter. Morgan Lewis may designate information as Confidential Material after the initial production if it promptly notifies East Chicago of the designation and takes all necessary steps to have any such information treated as Confidential Material in accordance with the terms of this Stipulation.

6. Morgan Lewis' inadvertent disclosure of information protected by the attorney-client privilege shall not constitute waiver of any claim of privilege, and failure to assert a privilege as to one document or communication shall not be deemed to constitute a waiver of the privilege as to any other document or communication, even involving the same subject matter. If Morgan Lewis discovers it has produced privileged information, it shall request its return within 14 days after becoming aware of such production. The privileged information, together with all copies thereof, shall be returned to Morgan Lewis within three (3) business days after requested.

Unless Morgan Lewis expressly agrees otherwise in writing, no use shall be made of such documents during the course of the proceedings on the Motion to Remand in the above-captioned matter, nor shall they be shown to anyone who has not already been given access to them subsequent to the request to return them.

7. Except as agreed in writing by counsel of record for Morgan Lewis and East Chicago, to the extent that Confidential Material is hereafter quoted, attached to, or substantially paraphrased, in any pleading, motion, memorandum, appendix, or other judicial filing, counsel shall file such submission under seal in accordance with the provisions of Federal Rule of Civil Procedure 26(c) and Local Rule 26.2. Disclosure of any portion of the transcript of a deposition which portion reflects or contains Confidential Material shall be subject to the terms of this Stipulation, and if filed with the Court, shall be filed under seal and in accordance with the provisions of Federal Rule of Civil Procedure 26(c) and Local Rule 26.2. All documents filed under seal pursuant to this Stipulation shall be identified with the caption of this action, a general description of the sealed contents and a statement that the "Contents contain Confidential Material and may only be revealed by Court order or upon written consent of all counsel of record." The Clerk of the Court shall maintain such materials in accordance with the provisions of Federal Rule of Civil Procedure 26(c) and Local rule 26.2

8. Any dispute arising under this Stipulation shall be submitted to the Court for resolution. In the event East Chicago disputes the designation of

any material, information, and/or data derived or generated therefrom as confidential, East Chicago must challenge the designation within twenty-one (21) calendar days.

9. If any Confidential Material, information and/or data derived or generated therefrom is sought through discovery from East Chicago by any party in any subsequent judicial or administrative proceeding, East Chicago agrees that it will immediately notify Morgan Lewis so as to permit Morgan Lewis to seek a protective order from the appropriate Court.

10. Within thirty (30) days after the final disposition of the Motion to Remand in the above-captioned action, all originals and copies of documents designated as Confidential Material, other than material for which East Chicago has given notice disputing the characterization of the material as confidential under paragraph 6 of this agreement, and for which Morgan Lewis has not obtained a protective order, shall be returned to Morgan Lewis together with all documents containing data or information obtained, derived, or generated from such Confidential Material, except that East Chicago need not provide Morgan Lewis with privileged material, attorney work product, or any document that has been filed with the Court.

11. Morgan Lewis and East Chicago reserve the right to enter into other stipulations or agreements as to confidentiality should they become necessary at a later point in time.

Dated: June 24, 2008


UNITED STATES DISTRICT JUDGE

Agreed to by:

Attorneys for Plaintiff Morgan Lewis

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**EXHIBIT A TO THE STIPULATION AND ORDER GOVERNING THE
PROTECTION AND EXCHANGE OF CONFIDENTIAL INFORMATION**

I, _____, hereby certify (i) my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Stipulation and Order Governing the Production and Exchange of Confidential Information ("Stipulation and Order") entered by the Court in the above-captioned action, and (ii) that I have read the Stipulation and Order. I understand the terms of the Stipulation and Order, I agree to be fully bound by the Stipulation and Order, and I hereby submit to the jurisdiction of the United States District Court for the Northern District of Illinois for purposes of enforcement of the Stipulation and Order. I understand that any violation of the terms of the Stipulation and Order shall be punishable by relief deemed appropriate by the Court.

Signature

Date

Printed Name

Telephone

Address